

AMENDMENT 2 TO CONTRACT FOR PHASE I ENVIRONMENTAL SITE ASSESSMENT,
PRE-DEMOLITION ASBESTOS SURVEY, AND GEOTECHNICAL AND
ENVIRONMENTAL ENGINEERING SERVICES FOR THE DURHAM POLICE
HEADQUARTERS COMPLEX PROJECT

This contract amendment 2 ("Amendment 2") is dated, made, and entered into as of the _____ day of June, 2015, by the City of Durham ("City"), a N. C. municipal corporation, and Terracon Consultants, Inc ("Contractor"), a corporation organized and existing under the laws of North Carolina.

BACKGROUND. The City and the Contractor entered into a contact titled "Contract for Phase I Environmental Site Assessment, Pre-Demolition Asbestos Survey, and Geotechnical and Environmental Engineering Services for the Durham Police Headquarters Complex Project," dated November 13, 2014, That contract is referred to as the "Original Contract," The total contract amount of the Original Contract was \$42,691.00.

By an instrument titled "Amendment to Contract for Phase I Environmental Site Assessment, Pre-Demolition Asbestos Survey, and Geotechnical and Environmental Engineering Services for the Durham Police Headquarters Complex Project," dated January 30, 2015 ("Amendment No. 1"), the Original Contract was amended to increase the original scope of services and compensation. The total contract amount was increased by

The Original Contract is amended as follows:

1. Sec.2 Services and Scope to be performed, is amended by adding the following to the end of the section:
"Contractor will provide those services specified in Exhibit C, dated May 27, 2015.
Services described in Exhibit C shall be completed in accordance with the schedule identified in Exhibit C."
2. Sec. 5 Contractor's billings to City. Compensation, is amended by adding the following to the end of the section:
"The amount specified in Section 5 is increased by \$123,442.00 to the revised lump sum amount of \$206,133.00 for additional services identified in Exhibit C."
3. Sec. 9 Exhibits is amended by adding the following to the end of the section.
"Exhibit C, dated May 27, 2015, consisting of 2 pages, is hereby incorporated by reference."

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

Pre-Audit Certification:

ATTEST:

CITY OF DURHAM

_____ By: _____

TERRACON CONSULTANTS, INC

By: _____ (SEAL)

Title of officer: _____

State of _____

ACKNOWLEDGMENT BY CORPORATION

County of _____

I, a notary public in and for the aforesaid county and state, certify that

_____ personally appeared before me this day and stated that he or she is vice-president of Terracon Consultants, Inc, a corporation, and that by authority duly given and as the act of the corporation, he or she signed, under seal, the foregoing contract or agreement with the City of Durham. This the _____ day of _____, 20____.

My commission expires:

EXHIBIT C – May 27, 2015

ADDITIONAL SUPPLEMENTAL SERVICES

Task 1: Property Transaction Consultation

Terracon will provide assistance and consulting services associated with activities related to the property closing. Services will include interpretation of remediation cost estimates prepared by the seller's consultant, interactions with NCDENR regulators, estimation of project timelines, telephone correspondence with representatives with the City of Durham, and correspondence with representatives of the seller including their environmental consultant, real estate agent, and attorney. Costs associated with this task include attendance at one meeting.

Task 2: Brownsfield Application

Terracon will prepare and submit a Brownfields application to NCDENR. The application will include:

- Property information (addresses, acreage, PIN numbers, historical use);
- Description of how property is underused;
- Summary of environmental investigations conducted by Terracon;
- Summary of up to three previous assessments performed by other consultants on behalf of the property seller;
- Explanation regarding impact of contamination on future development;
- Plat maps for each of the properties;
- Photo documentation logs; and
- Additional location maps.

Upon receipt of the application, NCDENR Brownfields Program will determine the eligibility of the site for inclusion in the Brownfields program. Additional costs associated with the Brownfields Program including statutory fees of \$8,000 and costs for preparation and completion of a brownfields agreement are not included in Task 2.

Task 3: Pre-Design Site Meeting

Terracon will attend one pre-design meeting at the site with representatives from the City of Durham, architect (O'Brien Atkins), and construction firm (Lend Lease). Terracon staff will include personnel to lead discussions regarding the results of the asbestos containing material sample results, geotechnical results, and soil and groundwater sample results.

Task 4: On-Call Consulting Services

Upon request by the City, Terracon will provide additional environmental consulting services on an on-call basis. As the exact nature and extent of these services are not yet defined, Terracon the services will be performed on a time and materials basis as requested by the City of Durham. Services are anticipated to include correspondence and meetings with the City of Durham, current property occupants/tenants, NCDENR regulators, the City's other subcontract companies (O'Brien Atkins, Lend Lease, etc.), and representatives from the previous property owner including his environmental consultant and attorneys.

Fee Schedule

Task / Item	Estimated Unit Fee	Overall Fee
Task 1 Property Transaction Consult		\$1,062.00
Task 2 Brownfield Application		\$2,832.00
Task 3 Pre-Design Meeting		\$1,708.00
Task 4 On-Call Consulting Services to include: <ul style="list-style-type: none"> a. Soil Management Plan b. Excavation of Oversight c. Equipment d. Travel e. Reporting f. Review of Regulatory Consultation g. Project Coordination and Management h. Laboratory Sample Analysis 	<ul style="list-style-type: none"> \$7000.00 \$17,000.00 \$2,000.00 \$605.00 \$5,100.00 \$9000.00 \$22,500.00 \$54,635.00 	\$117,840.00
Total Fee		\$123,442.00